

JONATHAN E. FIELDING, M.D., M.P.H. Director and Health Officer

JONATHAN E, FREEDMAN Chief Deputy Director

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October 05, 2010

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 **ADOPTED**

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

#23 OCTOBER 5, 2010

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EXECUTIVE OFFICER

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Dear Supervisors:

APPROVAL TO ACCEPT A SUBAWARD FROM THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES FOR THE QUALITY IMPROVEMENT DIVISION EFFECTIVE UPON BOARD APPROVAL THROUGH APRIL 30, 2011

(ALL SUPERVISORIAL DISTRICTS)

(3 VOTES)

SUBJECT

Approval to accept a subaward from the Regents of the University of California, Los Angeles to support a research study, and delegate authority to accept and execute future subawards and/or amendments.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and sign Subaward Number 1918 G MA645 (Exhibit I) in the amount of \$12,912 from the Regents of the University of California, Los Angeles (UCLA) to support a research study to be conducted by DPH, effective upon Board approval through April 30, 2011.
- 2. Delegate authority to the Director of DPH, or his designee, to accept funding from UCLA related to Subaward Number 1918 G MA645, for the period May 1, 2011 through April 30, 2012, at an estimated amount of \$15,088, subject to review and approval by County Counsel and the Chief Executive Office (CEO), and notification to your Board.
- 3. Delegate authority to the Director of DPH, or his designee, to accept and execute future subawards and/or amendments to Subaward Number 1918 G MA645 that provide for an extension of the subaward term as determined by the grantor, allow for the roll-over of unused funds, and/or

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provide for an increase or decrease in funding up to 25 percent of each term's base amount, subject to review and approval by County Counsel and the CEO, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable DPH to participate in the research study entitled "Local Health Department Influences on the Health of Older Adults: A Statewide Evaluation". The goal of the study is to examine the effects of changes in local health departments (LHD) with regard to: organizational structure, financing, and adoption of programs and policies addressing social and environmental factors that influence the health of older adults. The study will also examine the extent to which changes in LHD's infrastructure and chronic disease and injury prevention activities affect the health behaviors and intermediate health outcomes of older adults.

The objectives of the study are to: 1) understand the changes in California LHDs organizational structures, including partnerships and contractual arrangements; 2) assess the effect of the LHD organizational structure on health indicators for older adults; and 3) create a set of standardized chronic disease assessment questions and lay the foundation for testing performance measures for quality improvement initiatives.

Over the next 20 years, the number of adults ages 65 years and older in Los Angeles County will increase significantly. Two key challenges that LHDs and their social service partners face in meeting the needs of this aging population are preventing and managing chronic diseases and other conditions related to aging and addressing disparities in access to public health prevention messages, healthcare services, and community aging services.

DPH has addressed these challenges by tracking emerging aging issues and providing health promotion and disease prevention interventions to partner organizations across the County. Participation in this study will help guide DPH's efforts in this area, including how to enhance existing partnerships and maximize funding streams for improving the health of older adults.

Under the subcontract, DPH will partner with UCLA. DPH, through a physician specialist, will oversee the development and implementation of a LHD survey to assess organizational characteristics and the delivery of chronic disease interventions statewide. DPH staff will also be the liaison between UCLA and other public health organizations within the nation. In this role, DPH will perform the following activities: 1) ensure that the statewide chronic disease survey is aligned with LHD priorities; 2) integrate the statewide chronic disease survey with the National Association of County and City Officials Profile data from 1997, 2005, and 2008; 3) create a simple chronic disease performance assessment tool for LHDs; and 4) assist with the dissemination and translation of research into practice for LHDs.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Under the subaward from UCLA, DPH will receive \$12,912 for participation in the research study,

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effective upon Board approval through April 30, 2011. The funding received will support personnel assigned to this study, travel, and other operating expenses.

Funding for this project is included in DPH's Fiscal Year 2010-11 Final Adopted Budget, and will be requested in future FYs as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

UCLA received a grant from Robert Wood Johnson Foundation to conduct a research study for the project "Local Health Department Influences on the Health of Older Adults: A Statewide Evaluation". In order to meet the goals and objectives of the study, UCLA is entering into an agreement with DPH for a portion of the study to conduct research activities as indicated in Exhibit I.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of Subaward Number 1918 G MA645 will allow DPH to participate in a study to improve DPH's efforts in the area of health for older adults.

Respectfully submitted,

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:ev

Enclosures

c: Chief Executive Officer
County Counsel

Executive Officer, Board of Supervisors

UCLA Subaward Number 1918 G MA645

This Cost-Reimbursement Subaward is by and between The Regents of the University of California (hereinafter referred to as "UCLA") and Los Angeles County, Department of Public Health (hereinafter referred to as "Subrecipient");

WITNESSETH THAT:

WHEREAS, UCLA has received a grant from Robert Wood Johnson Foundation to conduct research for the project entitled, "Local Health Department Influences on the Health of Older Adults: A Statewide Evaluation" and

WHEREAS, UCLA desires to have the Subrecipient perform a certain portion of said work; and

WHEREAS, the Subrecipient has represented that it has the present ability to perform said work;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

Article 1: Statement of Work

The Subrecipient shall provide all necessary and qualified personnel, equipment, material and facilities to accomplish the programmatic and technical activities applicable to the Subrecipient as set forth in Attachment A, attached hereto and incorporated by reference herein.

Article 2: Key Personnel and Performance

The Subrecipient Principal Investigator is considered key personnel and essential to the work conducted under this Agreement. The Subrecipient will make best efforts in performing the work under this Agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project.

UCLA: Hector Rodriguez Subrecipient: Dawn Jacobson

Article 3: Period of Performance

The period of performance under this Agreement shall commence upon execution and terminate on April 30, 2011.

Article 4: Limitation of Cost

Subject to the availability of funds from the prime sponsor, UCLA agrees to reimburse Subrecipient for allowable costs actually incurred during performance of the work under this Agreement in accordance with Attachment B and in an amount not to exceed \$12,912. Subrecipient shall not be reimbursed for costs incurred in excess of the stated maximum amount payable without an executed amendment to this Agreement.

Article 5: Invoicing and Payment

Subrecipient may submit invoices to UCLA not less frequently than quarterly nor more frequently than monthly. All invoices shall be submitted in triplicate in a format similar to the sample invoice appended hereto as Attachment E. At a minimum, invoices must include the UCLA Subaward Number, the UCLA Full Accounting Unit (FAU) Number 4-445935-HR-58727, identify the period for which reimbursement is being requested, itemize current and cumulative costs by budget category in accordance with the Subrecipient's approved budget appended hereto as Attachment B, and be signed by an authorized representative of the Subrecipient certifying that the expenditures claimed represent actual expenses for the work performed under this Agreement. UCLA shall reimburse Subrecipient upon receipt of an acceptable invoice. A final invoice and statement of costs incurred, marked "FINAL", and must be submitted no later than thirty (30) days after expiration or termination of this Subaward.

Invoices shall be submitted as follows:

Sheila Jefferson Center for Health Policy Research 10960 Wilshire Blvd., Suite 1550 Los Angeles, California 90095-7143 310 794-0957

Article 6: Reporting Requirements

Fiscal: Subrecipient shall submit invoices on a quarterly basis and a final statement of expenditures no later than thirty (30) days after expiration or termination of this Agreement.

Technical: Any reports required by this Subaward shall be due within thirty (30) days of the date of formal request.

Article 7: Prior Approvals

Prior UCLA approval is required for any substantial changes in the approved budget.

Article 8: Equipment

Purchase of equipment is not authorized under this Agreement.

Article 9: Protection of Research Subjects

If human or animal subjects are used in the conduct of the work performed under this Agreement, the Subrecipient's protocol must be approved by the Subrecipient's office for the protection of research subjects in accordance with federal regulations and submitted to UCLA's Principal Investigator for forwarding and review by UCLA's research subject protection committee.

Article 10: Administrative Requirements This Agreement shall be administered in accordance with, and Subrecipient shall comply with the Administrative Requirements listed in Attachment C as applicable, which are incorporated herein by reference

Article 11: Copyright

The Subrecipient reserves the right to protect by copyright original works developed under this agreement. All such copyrighted works will be in the name of the Subrecipient. The Subrecipient hereby grants to UCLA and to Robert wood Johnson Foundation an irrevocable, non-exclusive, worldwide, and royalty-free right and license to use, reproduce, publish, republish in print or electronic form, including in electronic databases or in any future form not yet discovered works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this agreement for the purpose of education or research and to authorize others to do so.

Article 12: Independent Contractor

In the performance of this agreement, Subrecipient shall be deemed to be an independent contractor and, as such, no employees or staff of Subrecipient assigned to perform work under this agreement shall be entitled to any benefits applicable to employees of UCLA.

Article 13: Assignment

Subrecipient shall not assign, transfer or subcontract its rights, interest, or obligations hereunder without written consent of UCLA and modification to this agreement. Purchase of a controlling interest in Subrecipient by a third party shall be deemed an assignment.

Article 14: Modifications

The terms and conditions of this Agreement may be changed only by mutual agreement. Said modifications shall be in the form of a duly executed amendment to this Agreement.

Article 15: Audit

All costs incurred in the performance of the work under this Agreement will be subject to audit by an authorized representative of UCLA and Subrecipient agrees to provide auditors access to records necessary to support reported costs. Should any costs incurred by Subrecipient be disallowed, Subrecipient shall reimburse UCLA for said disallowed costs.

Article 16: Record Retention

All pertinent records and books of accounts related to this Agreement shall be retained for a period of four (4) years after the expiration or termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses to which exception has been taken as a result of audit and/or inspection shall be retained by the Subrecipient until such claim or audit exception has been resolved.

Article 17: Insurance

Subrecipient shall maintain at its expense, during the period of this Agreement, insurance acceptable to University in terms as follows:

1. General liability:

Comprehensive or Commercial Form (Minimum Limits) Each Occurrence

	\$1,000,000
Products, Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate*	\$2,000,000

- *However, if such insurance is written on commercial claims made form, following termination of this Agreement coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.
- 2. Business Automobile Liability (Minimum Limits) for owned, scheduled, non-owned or hired automobiles with combined single limit of not less than \$1,000,000 per occurrence.
- 3. Workers' Compensation as required under California State law.

Subrecipient shall furnish UCLA with a certificate or certificates of insurance, signed by an authorized representative of Subrecipient's insurer(s) or of Subrecipient, if self-insured, evidencing compliance with the above requirements. It should be expressly understood, however, that the coverages and limits required above shall not in any way limit the liability of Subrecipient. Subrecipient's insurance policy/policies shall be primary. This provision, however, shall only apply in proportion and to the extent of subcontractor's negligence. The Regents of the University of California shall be added to the policy or policies (Workers' Compensation excepted) as an Additional Insured, and a Severability of Interest Clause and a Cross Liability Clause shall extend to UCLA as an additional insured. This provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Subrecipient, its officers, agents, or employees. The insurance coverages evidenced by the Certificate(s) of Insurance shall not be modified, changed or canceled except after thirty (30) days prior written notice has been given to UCLA.

Article 18: Indemnification

Each party shall protect, indemnify, and save the other harmless from and against any damage, cost or liability for any or all injuries to persons or property arising out of the performance of this Agreement but only in proportion to and to the extent such damage, cost or liability results from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

Article 19: Termination

A) This Agreement may be terminated for cause in the event that Subrecipient does not perform its obligations as specified under this Agreement or commits any breach of or default in any of the terms and conditions of this Agreement. If Subrecipient fails to remedy such non-performance, breach or default within thirty (30) days after receipt of written notice thereof, UCLA may at its option and in addition to other remedies which it may have at law or in equity, terminate

- this Agreement by sending notice of termination in writing to the Subrecipient. Such termination shall be effective as of the date of the Subrecipient's receipt of such notice.
- B) In the event the prime sponsor for any reason terminates its award to UCLA, then performance by Subrecipient may be terminated by UCLA at any time by written notice to Subrecipient.

In the event of termination, UCLA will reimburse Subrecipient for all allowable costs incurred and uncancellable obligations made up to and including the date of termination, provided such costs do not exceed the stated maximum amount payable.

Article 20: Certifications, Assurances and/or Regulations: By signing this Subaward, the Subrecipient has executed and shall comply with the certifications, assurances and regulations identified in Attachment D. If, during the performance period of this Subaward, the status of Subrecipient changes relative to any of these certifications or assurances, Subrecipient shall immediately notify UCLA and include an explanation of the changes.

In witness whereof, the parties hereto have executed this Agreement as of the day and year written.

Department of Public Health	The Regents of the University of California
Ву:	By:
(Name and Title)	Sharon Lam, Subaward Administrator
Date:	Date:

Attachment A-Statement of Work

See Attached

Robert Wood Johnson Foundation "Local Health Department Influences on the Health of Older Adults: A Statewide Evaluation"

Los Angeles County Department of Public Health Subcontract with University of California, Los Angeles

Scope of Work

GOALS AND OBJECTIVES

The goal of the proposed study is to examine the effects of changes in local health department (LHD) organizational arrangements and financing and LHD adoption of programs and policies to address social and environmental barriers on the health of older adults over time. The proposed study will also examine the extent to which changes in LHD structures and chronic disease and injury prevention activities affects the health behaviors and intermediate health outcomes of older adults over time, controlling for county-level social and demographic factors.

The overall objectives of this project are to:

- 1. To understand the changes in California LHD organizational arrangements and structures, including partnerships and contractual arrangements with community providers and organizations, for addressing high priority population health indicators for older adults.
- 2. To assess the effect of LHD organizational structure (diversification, integration, and concentration) and financing on high priority population health indicators for older adults, controlling for county-level social and demographic factors.
- 3. To create a set of standardized chronic disease assessment questions for use by other local health departments which may further inform national voluntary accreditation efforts and lay the foundation for testing a set of chronic disease performance measures for use in LHD quality improvement initiatives.

SUBCONTRACTED SERVICES

To meet these goals and objectives, the University of California, Los Angeles (UCLA) School of Public Health will provide a subcontract to the Los Angeles County Department of Public Health to be a partner on the study, Local Health Department Influences on the Health of Older Adults: A Statewide Evaluation, an applicant to the Robert Wood Johnson Foundation's Public Health Systems and Services Research call for proposals.

Dr. Dawn M. Jacobson, Director of Performance Improvement will oversee the development and implementation of a statewide local health department survey assessing organizational characteristics and effective delivery of chronic disease interventions. She will also be the liaison between UCLA and public health organizations within the State of CA and nationally (i.e., the CA Public Health Institute, the CA Conference of Local Health Officers, the National Association of County and City Health Officials).

In this role, she will:

- 1. Ensure that the statewide chronic disease survey is aligned with LHD priorities
- 2. Integrate the statewide chronic disease survey results with the NACCHO Profile data from 1997, 2005, and 2008
- 3. Create a simple chronic disease performance assessment tool for LHDs.
- 4. Assist with the dissemination and translation of research into LHD practice.

Dr. Jacobson is a preventive medicine specialist and Director of Performance Improvement for the County of Los Angeles, Department of Public Health. She currently leads the department's continuous quality improvement and evaluation efforts and is the principal investigator of the RWJF grant "Evaluating Quality Improvement in Local Health Departments". She is also a co-investigator of a RAND research project examining the use of GIS mapping for local health department planning and resource allocation. Prior to taking the position, Dr. Jacobson was the ninth Luther Terry Fellow and Senior Clinical Advisor for the U.S. Department of Health and Human Services where she worked on the Healthy People 2010 initiative and explored the application of systems science approaches toward achieving public health outcomes.

WORKPLAN AND DELIVERABLES

Year One

September-October 2010

- Request NACCHO Profile data for all CA local health departments for the years 1997, 2005, and 2008
- Complete background review of related surveys to ensure this proposal does not duplicate prior work. This may include 3-5 brief, telephone-based key informant interviews with public health leaders most interested in chronic disease efforts (i.e. the Director of the State of CA DPH Chronic Disease Division, the director of the BARHII initiative, the CA Conference of Local Health Officials—Chronic Disease Committee, etc).
- Finalize survey design in partnership with the Public Health Institute
- Work with the Public Health Institute to program into an online survey tool

November-December 2010

- Conduct online survey with the Public Health Institute
- Perform data cleaning and prepare for data analysis
- Complete background review on chronic disease assessment tools and questions being used by local health departments

January-April 2011

- Provide expert opinion on data analysis performed by the University of California, Los Angeles
- Begin design of chronic disease assessment tool and obtain feedback from state and national public health chronic disease leaders

Year Two

May-December 2011

- Provide expert opinion on data analysis performed by the University of California, Los Angeles
- Finalize chronic disease assessment tool and begin dissemination efforts with the Public Health Accreditation Board (PHAB), the National Association of County and City Health Officials (NACCHO), the CA Conference of Local Health Officials (CCLHO), and the Big Cities Coalition.
- Attend one national level public health meeting to share results

January- April 2012

- Continue dissemination and translation of the chronic disease assessment tool into local health department practice
- Summarize and submit overall project results to peer-reviewed publications

BUDGET AND BUDGET JUSTIFICATION

The overall budget for the subcontracted services and deliverables is attached. Budget includes staff salaries and benefits, office operational expenses, travel to one national level public health meeting, and indirect costs calculated at 12%.

Attachment B—Budget

See Attached

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH

Project name: "Local Health Department Influences on the Health of Older Adults: A Statewide Evaluation"

Grant Period: 5/1/2010 through 4/30/2012

Decription	# of Position	% of FTE	# of Month	Proposal Budget (Year 1)	Proposal Budget (Year 2)	Total Proposal Budget
PERSONNEL:						
Physician Specialist	1	4%	12	\$ 5,834	\$ 5,834	\$ 11,668
Administrative Staff - Sr. Secretary III	1	3%	12	1,735	1,798	3,533
Total Salary				7,569	7,632	15,201
Employee Benefits @ 47.03%				3,560	3,589	7,149
Total Salary and Fringe Benefits				11,129	11,221	22,350
OPERATING EXPENSES:						
Office Supplies				400	250	650
Travel (one National Conference)					2,000	2,000
Total Operating Expenses				400	2,250	2,650
Total Direct Costs				11,529	13,471	25,000
Indirect Costs @12% on Total Direct Costs				1,383	1,617	3,000
Total Grant Costs				\$ 12,912	\$ 15,088	\$ 28,000

Note: Indirect Costs is based on the RWJF approved rate 12%

Robert Wood Johnson Foundation Proposal Hector Rodriguez, PI

Budget Justification for Los Angeles County Department of Public Health subcontract

The administrative assistant's base salary in year two has been increased 3% to compensate for inflation range adjustments and merit increases.

PERSONNEL

Dawn M. Jacobson, MD, MPH, will be responsible for the Los Angeles County Department of Public Health activities. She will devote 83 hours to the project in each year, for a total of 166 hours. She will work with UCLA Center for Health Policy Research and the Public Health Institute on developing the survey of local health department staff. She will work with local health department leaders and key informants to ensure a high response rate to the survey. Dr. Jacobson is also the content expert for assessing local public health systems and services, including planning and delivery of chronic disease programs and policies. In year two, she will work with the project team and PHI's network to disseminate findings from the study. Importantly, Dr. Jacobson will lead the project's effort to create a simple chronic disease performance assessment tool for local health departments based on the study findings. She will devote 4% effort to the project in both years. We request 5,834 for both years, totaling 11,668 for both years in salary and benefit support.

Support for Dr. Jacobson's administrative assistant is being requested for 62 hours each year, for a total of 124 hours. The administrative assistant will schedule follow-up calls with survey respondents and assist with administrative tasks related to the development of both the survey and performance assessment tool. She will devote 3% effort to the project in both years. We request 1,735 for year one and 1,798 for year two totaling 3,533 for both years in salary and benefit support.

OTHER EXPENSES

Travel: The budget includes \$2,000 for Dr. Jacobson to present study findings at a national conference in Year 2.

Office supplies and telecommunications: The budget requests \$650 for office supplies and telecommunications--\$400 in year one and \$250 in year two. This includes paper, postage and a portion of supplies such as printer cartridges and pens. It also covers the cost of telephone calls to communicate with project teams, key informant interviews, and survey implementation and follow-up efforts.

INDIRECT RATE

An indirect rate of 12.0% of total direct costs is being requested.

Attachment C-Administrative Requirements

Robert Wood Johnson Foundation Guidelines; http://www.rwjf.org (see Publications & Resources>Grant Resources> Grant Reporting).

Attachment D-Compliance Requirements

Civil Rights. Compliance with Title VI of the Civil Rights Act of 1964.

Handicapped Individuals. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.

Sex Discrimination. Compliance with Section 901 of Title IX of the Education Amendments of 1972 as amended.

Age Discrimination. Compliance with the Age Discrimination Act of 1975 as amended.

Human Subjects. Compliance with the requirements of federal policy (P.L. 93-348) concerning the safeguarding of the rights and welfare of human subjects who are involved in activities supported by Federal funds.

Use of Animals. Compliance with applicable portions of the Animal Welfare Act (PL 89-544 as amended).

Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA): The Subrecipient certifies that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and it's accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Agreement.

Attachment E—SAMPLE INVOICE FORMAT

SUBMIT INVOICE TO: Sheila Jefferson Center for Health Policy Research 10960 Wilshire Blvd., Suite 1550 Los Angeles, California 90095-7143					
Project Title: "Local Health Departme UCLA Subaward Number: 1918 G I UCLA FAU: 4-445935-HR-58727 UCLA Principal Investigator: Hecto	MA645	lth of Older Adults: A State	wide Evaluation"		
SUBRECIPIENT XYX UNIVERSITY 123 College Drive Anytown, CA 91111		Invoice Date: Invoice No).:		
Contact Name: Contact Telephone/Email:					
Period of Performance:		Billing Period:			
*Subrecipient costs must be identified on each invoice by categorical line item in accordance with the approved budget.					
	Budget	Cumulative Costs	Current Costs		
Salaries and Wages Fringe Benefits Materials and Supplies Travel – Domestic Travel – Foreign Other Equipment Subawards Cost Sharing Program Income Indirect Cost: Rate% of Base	· · · · · · · · · · · · · · · · · · ·				
TOTAL	\$	\$	\$		
Amount of payment requested S					
As an authorized representative of the requested) are for appropriate purpos and award documents.					
Authorized Signature (e.g. Financial Controller)		D	Date		
UCLA Principal Investigator Signat	ure of Approval	D	ate		